



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 6  
1201 ELM STREET, SUITE 500  
DALLAS, TEXAS 75270

October 12, 2022

**NOTICE OF POTENTIAL LIABILITY**  
**DEMAND FOR PAYMENT**  
**URGENT LEGAL MATTER, PROMPT REPLY NECESSARY**  
**CERTIFIED MAIL RECEIPT #7020 0640 0000 9757 4441**

Mr. George R. Blakeney  
Real Estate Remediation, LLC  
2147 Fredericksburg Drive  
Tuscaloosa, Alabama 35406

Re: Demand for Payment  
Goodrich Asbestos Superfund Site  
Miami, Ottawa County, Oklahoma, SSID # A6MK

Dear Mr. Blakeney:

The United States Environmental Protection Agency ("EPA") previously contacted Real Estate Remediation, LLC regarding response activities connected with the Goodrich Asbestos Site ("the Site") located in Miami, Ottawa County, Oklahoma. A copy of the EPA's General Notice Letter is in Enclosure 1 for your reference. In our letter dated July 31, 2020, the EPA informed Real Estate Remediation, LLC that it may be liable for money expended by the EPA for response actions conducted at the Site under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA", commonly known as the federal "Superfund" law). In addition, the EPA provided Real Estate Remediation, LLC with an opportunity to communicate and document its financial concerns if it believed it was unable to pay the amount necessary to settle with the EPA.

**Explanation of Potential Liability**

Under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), potentially responsible parties ("PRPs") may be held liable for all costs incurred by the EPA, including interest, in responding to any release or threatened release of hazardous substances at the Site. PRPs include current and former owners and operators of the Site, as well as persons who arranged for treatment and/or disposal of any hazardous substances found at the Site, and persons who accepted hazardous substances for transport and selected the site to which the hazardous substances were delivered.

Based on the information collected, the EPA has determined that you may be liable under Section 107(a) of CERCLA with respect to the Site as a former owner of the Site. Enclosure 2 is a copy of the document on Real Estate Remediation Services' involvement with the Site.

### **Background**

To date, the EPA has taken response actions at the Site under the authority of the Superfund Program. Below is a brief description of the actions taken at the Site:

- The former B. F. Goodrich Company operated a tire manufacturing facility at 1000 Goodrich Boulevard, in Miami, Ottawa County, Oklahoma, from 1944 until approximately 1986.
- In June 2019, at the request of the Oklahoma Department of Environmental Quality, the EPA commenced removal activities to clean up asbestos contamination at the Site, which resulted in the removal of more than 24,000 tons of asbestos-containing materials, and other hazardous substances, from the Site.

### **Demand for Payment**

In accordance with Section 104 of CERCLA, 42 U.S.C. § 9604, the EPA has already taken certain response actions, which are listed above, and incurred certain costs in response to conditions at the Site. The EPA is seeking to recover from PRPs the response costs and all the interest expended at the Site and authorized to be recovered under Section 107(a) of CERCLA. The total response costs identified through August 31, 2020, for the Site are \$8,632,862.73. Under Section 107(a) of CERCLA, the EPA hereby makes a demand for payment from you and other PRPs for the above amount plus all interest authorized to be recovered under Section 107(a) of CERCLA. A summary of these costs reported through August 31, 2020, is enclosed as Enclosure 3.

The EPA would like to encourage communication between you, other PRPs and the EPA regarding the Site and this demand for payment. To assist you in your efforts to communicate, please find in Enclosure 4 a list of names and addresses of PRPs to whom this letter has been sent.

### **Ability to Pay Settlement**

While this letter asks that the Real Estate Remediation, LLC reimburse the EPA for all funds spent at the Site, the EPA is aware that the financial ability of some PRPs to contribute toward the payment of response costs at a site may be substantially limited. If you believe, and can document, that you fall within this category, please contact Mr. Eppler by phone at 214-665-6529 or via email at [eppler.david@epa.gov](mailto:eppler.david@epa.gov) for information on ability to pay settlements. In response, you will receive a package of information about such settlements and a form to fill out with information about your finances, and you will be asked to submit financial records including federal tax returns.

If the EPA concludes that Real Estate Remediation, LLC has an inability to pay the full amount demanded, the EPA may offer a schedule for payment over time or a reduction in the total amount demanded from you.

Some or all of the costs associated with this notice may be covered by current or past insurance policies issued to Real Estate Remediation, LLC. Most insurance policies will require that you timely notify your carrier(s) of a claim against you. To evaluate whether you should notify your insurance carrier(s) of this demand, you may wish to review current and past policies, beginning with the date of Real Estate Remediation, LLC's first contact with the B. F. Goodrich Site. Coverage depends on many factors, such as the language of the particular policy and state law.

Also, please note that, because the EPA has a potential claim against you, you must include the EPA as a creditor if you file for bankruptcy. The EPA reserves the right to file a proof of claim or an application for reimbursement of administrative expenses.

### **Resources and Information for Small Businesses**

In January of 2002, President Bush signed into law the Superfund Small Business Liability Relief and Brownfields Revitalization Act. This Act contains several exemptions and defenses to CERCLA liability, which we suggest that all parties evaluate. You may obtain a copy of the law at <http://www.gpo.gov/fdsys/pkg/PLAW-107publ118/pdf/PLAW-107publ118.pdf> and review the EPA guidance regarding these exemptions at <http://cfpub.epa.gov/compliance/resources/policies/cleanup/superfund/>

The EPA has also created a number of helpful resources for small businesses. The EPA has established the National Compliance Assistance Clearinghouse as well as Compliance Assistance Centers which offer various forms of resources to small businesses. You may inquire about these resources at <http://www.epa.gov/compliance/compliance-assistance-centers>. In addition, the EPA Small Business Ombudsman may be contacted at <http://www.epa.gov/resources-small-businesses/forms/contact-us-about-resources-small-businesses>. Finally, the EPA has developed a fact sheet about the Small Business Regulatory Enforcement Fairness Act ("SBREFA") and information on resources for small businesses, which is included with Enclosure 5 with this letter and available on the Agency's website at <http://www.epa.gov/compliance/small-business-resources-information-sheet>.

## **Your Response**

Please send a written response to this cost recovery demand, within thirty (30) days of receipt of this letter, to:

Mr. David Eppler (SEDAE)  
Enforcement Officer  
Superfund and Emergency Management Division, Cost Recovery Section  
U.S. EPA, Region 6  
1201 Elm St, Suite 500  
Dallas, Texas 75270  
Telephone: (214) 665-6529  
Email: eppler.david@epa.gov

If a response from you is not received within thirty (30) days, the EPA will assume that you have declined to reimburse the Superfund for the Site response costs, and the EPA will evaluate its enforcement options pursuant to CERCLA accordingly.

If you have questions regarding the response actions taken at the Site, please contact Mr. David Eppler at 214-665-6529. If you or your attorney have legal questions, please direct them to Mr. Matthew Miller, Superfund Attorney, at 214-665-6406 or miller.matthew@epa.gov.

Thank you for your prompt attention to this matter.

Sincerely yours,

**JOHN  
MEYER**

John Meyer  
Acting Director  
Superfund and Emergency Management Division

  
Digitally signed by JOHN MEYER  
Date: 2022.10.12 14:33:28 -05'00'

### Enclosures:

- 1 July 31, 2020 General Notice Letter
- 2 Evidence of BF Goodrich Liability
- 3 EPA Costs
- 4 List of Potentially Responsible Parties
- 5 Small Business Resource Information Sheet

**GOODRICH ASBESTOS SUPERFUND SITE  
DEMAND FOR PAYMENT**

**ENCLOSURE 1**

**GENERAL NOTICE LETTER AND INFORMATION REQUEST**





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 6

1201 ELM STREET, SUITE 500

DALLAS, TEXAS 75270

July 31, 2020

**GENERAL NOTICE LETTER**

**URGENT LEGAL MATTER, PROMPT REPLY NECESSARY**

**CERTIFIED MAIL: RETURN RECEIPT REQUESTED**

Real Estate Remediation LLC  
3519 Greensboro Avenue  
Tuscaloosa, Alabama 35401

Re: General Notice Letter for the Goodrich Asbestos Site in Miami, Ottawa County, Oklahoma

Dear Sir/Madam,

Under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), commonly known as the federal "Superfund" law, the U.S. Environmental Protection Agency (EPA) is responsible for responding to the release or threat of release of hazardous substances, pollutants or contaminants into the environment – that is, for stopping further contamination from occurring and for cleaning up or otherwise addressing any contamination that has already occurred. The EPA has documented that such a release has occurred at the Goodrich Asbestos Site (Site) located in Miami, Ottawa County, Oklahoma. The EPA has spent public funds to investigate and control releases of hazardous substances or potential releases of hazardous substances at the Site. Based on information presently available to the EPA, the EPA has determined that Real Estate Remediation LLC may be responsible under CERCLA for costs the EPA has incurred in cleaning up the Site.

**Site Background**

The former B.F. Goodrich plant operated a tire manufacturing facility at 1000 Goodrich Boulevard, Miami, Oklahoma from 1944 until approximately 1986. The former manufacturing facility occupied approximately 164 acres. Multiple structures and other areas on the Goodrich Asbestos Site were found to contain known asbestos contamination. Levels of asbestos, including friable asbestos, were found in demolition debris piles, and several abandoned structures on the Site, including the Powerhouse Building, oven building and brick office building. Asbestos contamination was also present in soils, autoclave basements, utility pits and in miscellaneous wastes at the Site. The assessment of the Site showed levels of asbestos, ranging from trace to 80% and in friable and non-friable form.

The EPA, in consultation with the Oklahoma Department of Environmental Quality, determined that trespassers were repeatedly breaking the fencing surrounding the Site, then breaking into several of the abandoned structures on the Site. The area surrounding the Site includes three schools located on the eastern perimeter of the Site as well as hundreds of homes surrounding the plant.

In May 2019, the Region 6 Superfund and Emergency Management Division provided verbal approval for an Emergency Removal Action at the Site. The EPA commenced removal activities in June 2019. In January 2020, the EPA completed the cleanup of the Site. The removal action involved the removal of more than 24,000 tons of asbestos-containing materials and other hazardous substances.

### **Explanation of Potential Liability**

Under CERCLA specifically Sections 106(a) and 107(a), Potentially Responsible Parties (PRPs) may be required to perform cleanup actions to protect public health, welfare, or the environment. PRPs may also be responsible for costs incurred by the EPA in cleaning up the Site, unless the PRP can show divisibility or any of the other statutory defenses. PRPs include current and former owners and operators of a site as well as persons who arranged for treatment and/or disposal of any hazardous substance found at a site, and persons who accepted hazardous substances for transport and selected a site to which hazardous substances were delivered.

Based on the information collected, the EPA believes that you may be liable under Section 107(a) of CERCLA with respect to the Goodrich Asbestos Site, as a current or previous owner and/or operator of the Site.

The EPA's response costs at the Site may include, but are not limited to, expenditures for conducting a Removal Action, and other investigation, planning, response oversight, and enforcement activities. In addition, PRPs may be required to pay for damages for injury to, destruction of or loss of natural resources, including the cost of assessing such damages.

### **Financial Concerns/Ability to Pay Settlements**

The EPA is aware that the financial ability of some PRPs to contribute toward the payment of response costs at a site may be substantially limited. If you believe, and can document, that you fall within that category, please complete the information on the enclosed "Financial Statement for Businesses" form (Enclosure 2) and mail within 14 calendar days of receipt of this letter to:

Anna Copeland, Enforcement Officer  
Superfund Enforcement and Cost Recovery Section (SEDAE)  
United States Environmental Protection Agency, Region 6  
1201 Elm Street, Suite 500  
Dallas, Texas 75270

Also, please note that, because the EPA has a potential claim against you, you must include EPA as a creditor if you file for bankruptcy. The EPA reserves the right to file a proof of claim or an application for reimbursement of administrative expenses.

If the EPA concludes that you have a legitimate inability to pay the full amount of the EPA's costs, the EPA may offer a schedule for payment over time or a reduction in the total amount demanded from you.



## Resources and Information for Small Businesses

As you may be aware, on January 11, 2002, President Bush signed into law the Superfund Small Business Liability Relief and Brownfields Revitalization Act. This Act contains several exemptions and defenses to CERCLA liability, which we suggest that all parties evaluate. You may obtain a copy of the law via the Internet at:

<http://www.gpo.gov/fdsys/pkg/PLAW-107publ118/pdf/PLAW-107publ118.pdf>

and review EPA guidances regarding these exemptions at:

<https://www.epa.gov/brownfields/summary-small-business-liability-relief-and-brownfields-revitalization-act>

EPA has created a number of helpful resources for small businesses. EPA has established the National Compliance Assistance Clearinghouse as well as Compliance Assistance Centers, which offer various forms of resources to small businesses. You may inquire about these resources at:

<https://www.epa.gov/compliance/compliance-assistance-centers>

In addition, the EPA Small Business Ombudsman may be contacted at:

<https://www.epa.gov/resources-small-businesses/asbestos-small-business-ombudsman>

Finally, EPA developed a fact sheet about the Small Business Regulatory Enforcement Fairness Act (SBREFA), which is enclosed with this letter and available on the Agency's website at:

<http://www.epa.gov/compliance/small-business-resources-information-sheet>

Please give these matters your immediate attention and consider consulting with an attorney. If you or your attorney have any legal questions, please contact Gloria Moran, Assistant Regional Counsel at (214) 665-3193. If you have any other questions regarding this letter, please contact Anna Copeland, Enforcement Officer at 214-665-8144. Thank you for your prompt attention to this matter.

Sincerely yours,

Johnson, Lydia

Digitally signed by Johnson, Lydia  
DN: cn=Johnson, Lydia,  
email=johnson.lydia@epa.gov  
Date: 2020.07.31 14:22:50 -05'00'

for  
Susan D. Webster, Chief  
Assessment & Enforcement Branch  
Superfund Division

### **Enclosures:**

1. Evidence of Liability
2. Financial Statement for Businesses
3. Small Business Resources Fact Sheet
4. Parties Receiving General Notice Letter



**ENCLOSURE 1**

**GOODRICH ASBESTOS SITE  
GENERAL NOTICE LETTER**

**EVIDENCE OF LIABILITY**



## PURCHASE AND SALE AGREEMENT

I-2014-003569 Book0997 Pg.738  
09/16/2014 9:26 am \$25.00  
Reba G Sill - Ottawa County Clerk

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into between Real Estate Remediation LLC (AKA: RER LLC) ("Purchaser") and Allan Kaspar, a single man, ("Seller"). The Effective Date ("Effective Date") of this Agreement will be the date of the last execution by either party.

### WITNESSETH:

In consideration of the mutual covenants and representations set forth herein, Purchaser and Seller agree as follows:

**Section 1. Purchase and Sale.** Seller agrees to sell, convey, and assign to Purchaser, and Purchaser agrees to purchase and accept conveyance and assignment from Seller, subject to the terms and conditions hereinafter set forth, that certain tract of land consisting of 160 acres, situated in Ottawa County, Oklahoma, preliminarily described as:

The South Half of the Northwest Quarter and the North Half of the Southwest Quarter of Section 24, Township 28 North, Range 22 East of the Indian Base and Meridian, Ottawa County, Oklahoma

together with all and singular the rights and appurtenances appertaining to the land, including any right, title and interest of Seller in and to adjacent streets and all improvements to the land (but excluding all equipment and personal property thereon), all of the land, rights and appurtenances being hereinafter referred to as the "Property".

**Section 2. Purchase Price.** The purchase price ("Purchase Price") to be paid to Seller will be \$1,400,000.00. The Purchase Price will be payable as follows:

- (a) **Installment Money Deposits.** At signing of this agreement the Purchaser shall deliver to Seller the sum of \$20,000.00 as a non-refundable Earnest Money Deposit ("EMD") and part payment of the purchase price. Before May 30<sup>th</sup>, 2014, the Purchaser will deliver to the Seller the sum of \$30,000.00 as a non-refundable EMD and part payment of the Purchase Price. Additional installments of \$125,000.00 prior to or on the last business day of each and every month for 8 months to be paid by direct deposit. The 8 months to end January 31, 2015.
- (b) **Taxes and Rent.** As per the Possession Date of May 30<sup>th</sup>, 2014, the Seller will pay the first five months of AD Valorem taxes when due in December, and the Purchaser will pay the balance of taxes when due in December. Any rents will be prorated between Seller and Purchaser as to the Possession Date.
- (c) **Payment at Closing.** The balance of \$350,000.00 Cash at closing, will be due at the end of the 9<sup>th</sup> month, last business day of February, 2015.

### Section 3. Title Insurance.

- (a) **Commitment.** Within twenty (20) days subsequent to the Effective Date, Seller will provide Purchaser with a commitment ("Commitment") for owner's title insurance ALTA Owners Policy issued by Ottawa County Abstract and Title Company of Miami, Oklahoma, covering the Property in the amount of the Purchase Price, insuring good and marketable title to the Property. The title insurance commitment will set forth the current ownership of the Property, all exceptions, reservations, easements and encumbrances, and all requirements which must be completed prior to issuance of the title insurance policy and will have attached thereto a legible copy of all documents referred to in the Commitment.
- (b) **Objections.** Purchaser will notify Seller in writing of any objections to the quality of title based upon

Purchasers Initials GRB

Sellers Initials AK

DocNumber:  
L 2014 3569  
Book & Page:  
RB 997 738  
Filed:  
09-16-2014  
09:26:00 AM  
Dated:  
05-07-2014

the Commitment within ten (10) days after receipt of the Commitment. If Seller does not or cannot satisfy such objections within the Inspection Period, Purchaser may either:

- (i) Waive any objection and close this transaction; or
- (ii) Terminate this Agreement.
- (iii) If seller cannot provide good and marketable title the non-refundable "EMD" will be Refunded and returned to the purchaser.

Upon termination, neither party will have further obligation hereunder.

- (c) **Issuance of Policy.** At Closing, or as soon thereafter as is practical, Purchaser will cause to be issued an owner's title Insurance policy in accordance with the Commitment referred to above and reflecting all required curative action. All title Insurance premiums, charges and costs will be paid by Purchaser.

**Section 4. Inspection and Condition of Property.**

- (a) **Inspection Period.** Purchaser will have a period of thirty (30) days commencing on the Effective Date ("Inspection Period") within which to conduct examinations, verifications and studies, including without limitation, zoning and other land use regulations, environmental and engineering.
- (b) **Limited License.** Purchaser is hereby granted a "Limited License" to enter upon the Property for the purposes of making soil tests and borings, conducting engineering tests, and for the general purposes of inspecting the Property in connection with the development of a site plan and a determination of the suitability of the Property for the Purchaser's intended use, provided however, Purchaser will indemnify and hold Seller harmless from any and all damages, claims, debts, causes of action, remediation expense, fines, penalties and other costs which are caused by the Purchaser's conducting such tests and/or inspections on the Property. Purchaser is specifically prohibited from conducting any activity which would cause to be attached to the Property any liens or encumbrances, and will hold Seller harmless and indemnify Seller in the event that any lien or encumbrance attaches to the Property or which would violate any applicable laws, rules, regulations, orders or agreements with or involving governmental entities. Upon completion of any inspection, Purchaser will forthwith restore the Property to the condition existing prior to Purchaser's initial entry upon the Property. Except as expressly provided herein, Purchaser will not disclose the results of any such tests and/or inspections to third parties (except consultants and professionals retained by Purchaser in connection with the tests and/or inspections and who have agreed, in writing, to the limitations on disclosure contained herein) except as may be required by law, regulations or court order. Notwithstanding anything in this Agreement to the contrary, the indemnity set forth in this paragraph shall not apply to: (a) any liability, loss, damages, claims, debts, causes of action, remediation expense, fines, penalties or other cost arising out of or in connection with existing contamination or other conditions on the Property except and only to the extent that such contamination or condition is exacerbated or made worse by Purchaser in connection with the Purchaser's inspection, and (b) any liability, loss, damages, claims, debts, causes of action, remediation expense, fines, penalties or other cost arising out of or in connection with the mere discovery of pre-existing contamination or other adverse conditions by the Purchaser during the Inspection Period. In any event, Purchaser will notify counsel for Michelin at least five (5) calendar days prior to taking any samples of soils or groundwater on the property. Michelin shall have the right to observe and split samples at Michelin's sole expense, provided that all test results on the soil and groundwater are provided to Seller.
- (c) **Termination.** In the event that Purchaser will determine in its sole discretion that any condition or factor pertaining to the Property is unacceptable, Purchaser will have the right to terminate this Agreement upon written notice to Seller at any time within the Inspection Period. Upon such termination neither party will have any further obligation hereunder.

Purchasers Initials GRB

Sellers Initials AK

**Section 5. Seller's Representations.** Seller represents and warrants to Purchaser that the following statements and representations are true and correct as of the Effective Date and will be true and correct as of the date of Closing. The Property is being sold "AS IS - WHERE IS" without representation or warranty of any kind, expressed or implied, by Seller or any agent of Seller.

**Section 6. Purchaser's Representations.** Purchaser represents and warrants to Seller that the following statements and representations are true and correct as of the Effective Date and will be true and correct as of the date of Closing and agrees as follows:

- (a) **Legal Existence.** Purchaser is an LLC, duly organized, validly existing and in good standing under the laws of the State of Alabama and it, or its permitted assignee, will be, prior to Closing, duly domesticated and authorized to transact business within the State of Oklahoma. Purchaser has all requisite power and authority to carry on its business as now conducted and to enter into and perform this Agreement.
- (b) **Condition of Property.** Purchaser hereby acknowledges and agrees that (i) it is purchasing the Property "AS IS - WHERE IS" without representation or warranty of any kind, expressed or implied, by Seller of any of Seller's contractors, agents, or employees; (ii) it is relying exclusively upon its investigations, inspections, tests and studies as to all issues related to the Property, including, without limitation, the physical and environmental condition of the same; (iii) it has not relied on any statements or lack of statements by Seller or Seller's contractors, agents, or employees in connection with its assessment of the physical or environmental condition of the Property; and (iv) the Purchase Price has been determined based, in part, upon the lack of any representations or warranties by Seller. Purchaser acknowledges that the Property contains asbestos and other regulated materials, both known and unknown and that the same is subject to regulatory scrutiny and oversight as well as court orders related to the same. By Closing on the purchase of the Property, Purchaser indemnifies and holds Seller and Seller's contractors, agents and employees harmless for any damages, claims, debts, causes of action, remediation expense, fines, penalties and other costs which might arise out of the condition of the Property and resulting from the use, occupancy, development or operation of the Property from and after the Closing, including, without limitation, all attorneys fees and costs incurred in connection with the same.
- (c) **Hold Harmless and Indemnity Agreement.** As a part of this Purchase and Sales Agreement, the Purchaser has signed a Hold Harmless and Indemnity Agreement that is part of this agreement.

**Section 7. Closing.**

- (a) The closing of the sale of the Property by Seller and the purchase of same by Purchaser in accordance with this Agreement ("Closing") will occur in Miami, Oklahoma, in the offices of Ottawa County Abstract & Title Co. at the end of the 9<sup>th</sup> Month better known as February 2014.
- (b) **At the Closing:**
  - (i) The Purchaser will deliver to Seller cash, cashier's or certified check or wire transfer in the amount set forth in Section 2 hereof;
  - (ii) Seller will deliver to Purchaser a Special Warranty Deed fully executed and acknowledged by Seller, conveying the Property to Purchaser;
  - (iii) The Seller will deliver to Purchaser a FIRPTA Affidavit, duly executed by Seller, stating that Seller is not a "foreign person" as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act;
  - (iv) The Purchaser will pay all closing fees and any applicable sales tax. Seller will pay recording

Purchasers Initials GRB

Sellers Initials AK



costs of all curative documents. The recording cost of the deed (including the documentary stamp tax) conveying the Property to Purchaser, will be paid by Purchaser;

- (v) If not previously paid, Purchaser shall pay for the costs of the title insurance policy in accordance with Section 3 of this Agreement;
- (vi) Seller will pay and discharge all special assessments against the Property, whether matured or un-matured; and
- (vii) Each party will pay its own attorneys' fees.

**Section 8. Possession.** Possession of the Property will be delivered to Purchaser when the deposit is made, May 30<sup>th</sup>, 2014.

**Section 9. Condemnation.** If, prior to the Closing, action is initiated or threatened to take a material portion of the Property be eminent domain proceedings, or by deed in lieu thereof, for any portion of the Property, Purchaser may either;

- (i) Terminate this Agreement; or
- (ii) Close the sale, and the award of the condemning authority will be assigned to Purchaser at the Closing.

**Section 10. Commissions.** Purchaser and Seller covenant and represent to each other that except for \_\_\_\_\_ (the "Broker"), no other party is entitled to be paid a fee or commission in connection with the transaction contemplated by this Agreement, and neither Purchaser nor Seller has had any dealings or agreements with any other individual or entity in connection therewith. If any other individual or entity will assert a claim to a finder's fee, or commission, or other similar fee against either Purchaser or Seller on account of an alleged employment, arrangement or contract as a broker or a finder, then the party who is alleged to have retained such individual or entity, will and does hereby agree to indemnify and hold harmless the other party from and against any such claim and all costs, expenses, liabilities and damages incurred in connection with such claim or any action or proceeding brought thereon. Seller agrees that in the event and only in the event the transaction contemplated by this Agreement is consummated, then, at the Closing, Seller will pay a real estate commission to Broker equal to six percent (6%) of the purchase price of the Property.

**Section 11. Breach or Termination.**

- (a) **Breach by Seller.** If Seller fails to timely close the sale of the Property to Purchaser for any reason, except Purchaser's default or the termination of this Agreement by Purchaser, Purchaser may, as its exclusive remedies, either terminate this Agreement by giving Seller written notice thereof and receive a return of the EMD or seek the specific performance of this Agreement.
- (b) **Breach by Purchaser.** If Purchaser fails to timely close the purchase of the Property for any reason, except Seller's default or the exercise of a termination right provided herein, then Seller may, as Seller's sole remedy, cancel and terminate this Agreement and retain the EMD.
- (c) **Termination.** Notwithstanding any other provision of this Agreement to the contrary, the indemnity and hold harmless provisions contained in this Agreement and the provisions related to the payment of third party costs will survive the Closing and, if this Agreement is terminated, any termination of this Agreement.

Purchasers Initials GRB

Sellers Initials AK

- ## Ottawa County Abstract & Title

- (f) Amendment. This Agreement may not be amended, modified, altered, or changed except by a written instrument executed by the party or parties to be bound thereby.
- (g) Captions. The captions and headings of this Agreement are for convenience only and do not affect, limit, amplify or modify the terms and provisions hereof.
- (h) Multiple Counterparts. This Agreement may be executed in identical counterparts, each of which is deemed an original, and all of which constitutes collectively one agreement; but in making proof of this Agreement, it will not be necessary to produce or account for more than one such counterpart.
- (i) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma.
- (j) Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
- (k) Consents. Whenever the consent of Seller or Purchaser is required hereunder, such consent will not be unreasonably withheld or delayed.
- (l) Time. Time is of the essence with respect to all provisions of this Agreement.
- (m) Payments. The EMD shall be paid in cash, cashier's or certified check or wire transfer and will be deemed paid when actually received by Seller.
- (n) Execution. This Agreement shall be binding upon the parties hereto only at such time as it is fully executed by and delivered to all parties.
- (o) 1031 Exchange. Purchaser and Seller acknowledge that either party may wish to structure this transaction as a tax deferred exchange of like-kind property within the meaning of Section 1031 of the Internal Revenue Code. Each party agrees to reasonably cooperate with the other party to effect such an exchange.

GRB  
Dated 5/7/2014

"PURCHASER"  
By [Signature]  
Managing Member Title

Dated May 7, 2014

"SELLER"  
[Signature]  
Allan Gaspar

STATE OF Oklahoma  
COUNTY OF Ottawa

This instrument was acknowledged before me this 15th day of September 2014 by  
George Blakeney as Manager of (insert company name)  
Real Estate Remediation LLC  
Purchasers Initials GRB Sellers Initials AG

My Commission Expires 3-12-2018

Kalleigh Richardson  
Notary Public

STATE OF OKLAHOMA  
COUNTY OF OTTAWA



This instrument was acknowledged before me this 15<sup>th</sup> day of September 2014 by Allan Kaspar.

My Commission Expires 3-12-2018

Kalleigh Richardson  
Notary Public



Witness: Wickie Bie Bie  
Date: 5-7-2014

**TREASURER'S ENDORSEMENT**  
I hereby certify that I received \$ 280.00 and  
issued Receipt No. 177, therefore  
in payment of mortgage tax on the within named  
mortgage. Dated this 15 of Sept, 2014

Kathy Bowling, Ottawa County Treasurer  
M. Saladridge Deputy

Purchasers Initials GRS

Sellers Initials AK





# **QUIT CLAIM DEED**

I-2015-003172 Book1015 Pg.220  
08/14/2015 3:32 pm \$15.00  
Reba G Sill - Ottawa County Clerk

(Individual)

## **KNOW ALL MEN BY THESE PRESENTS:**

THAT ALLAN KASPAR, a single person, party of the first part, in consideration of the sum of Ten and no/100 Dollars (\$10.00), and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, does hereby quit claim, grant, bargain, sell and convey unto REAL ESTATE REMEDIATION, LLC, a foreign limited liability company, whose address is 3519 Greensboro Avenue, Tuscaloosa, Alabama 35401, party of the second part, all their right, title, interest, estate, and every claim and demand, both at law and in equity, in and to all the following described real property and premises situated in Ottawa County, State of Oklahoma, to-wit:

A tract of land lying in the N $\frac{1}{4}$  SW $\frac{1}{4}$  and the S $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 24, Township 28 North, Range 22 East of the Indian Meridian, Ottawa County, Oklahoma, more particularly described as follows to-wit:

Commencing at the NW corner of the N $\frac{1}{4}$  SW $\frac{1}{4}$  of said Section 24; Thence S 00° 34' 16" E, 242.68 feet; Thence N 89° 08' 38" E, 943.58 feet to the point of beginning; Thence N 00° 50' 41" W, 534.58 feet; Thence N 89° 07' 14" E, 1706.68 feet; Thence S 00° 20' 00" E, 291.53 feet; Thence S 00° 30' 26" E, 1320.76 feet; Thence S 89° 08' 10" W, 1477.92 feet; Thence N 00° 50' 41" W, 1077.19 feet; Thence S 89° 08' 38" W, 218.36 feet to the point of beginning.

EXCEPTING AND RESERVING UNTO GRANTOR ALLAN KASPAR A NON-EXCLUSIVE EASEMENT, SUBJECT TO INCREASE OR DECREASE IN USE FROM TIME TO TIME, UPON AND ACROSS THE NORTHERLY 20 FEET (AS MEASURED ON THE WEST SIDE AND PARALLEL TO THE MOST NORTHERLY LINE) OF OF THE ABOVE DESCRIBED REAL PROPERTY FOR ROADWAY AND UTILITY PURPOSES INCLUDING, WITHOUT LIMITATION, THE RIGHT OF INGRESS AND EGRESS FOR INVITEES OR OTHER PERSONS, VEHICLES, EQUIPMENT AND MATERIALS AS WELL AS THE INSTALLATION AND MAINTENANCE OF ALL TYPES AND KINDS OF UTILITY LINES, PIPES OR CABLES OR SIMILAR USES FOR THE USE AND BENEFIT OF GRANTORS' ADJOINING PROPERTY DESCRIBED AS FOLLOWS:

A tract of land lying in the N $\frac{1}{4}$  SW $\frac{1}{4}$  and the S $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 24, Township 28 North, Range 22 East of the Indian Meridian, Ottawa County, Oklahoma, more particularly described as follows to-wit:

Beginning at the NW corner of the N $\frac{1}{4}$  SW $\frac{1}{4}$  of said Section 24; Thence N 00° 37' 22" W, 1320.37 feet; Thence N 89° 02' 36" E, 1326.55 feet; Thence N 89° 13' 13" E, 1326.60 feet; Thence S 00° 20' 00" E, 1028.37 feet; Thence S 89° 07' 14" W, 1706.66 feet; Thence S 00° 50' 41" E, 534.58 feet; Thence S 89° 08' 38" W, 943.58 feet; Thence N 00° 34' 16" W, 242.68 feet to the Point of Beginning.

Together with all the improvements thereon and the appurtenances thereunto belonging, except easements and rights of way of record or in open and visible use.

NO Documentary Stamps required. Exempt Doc. Stamp Tax  
TO HAVE AND TO HOLD the above described premises unto the said party of the second part, his heirs and assigns forever.

Signed and delivered this 12<sup>th</sup> day of August, 2015.

ALLAN KASPAR

OS Title 68, Article 32, Section 3201, Paragraph 6.

DocNumber:  
L 2015 3172  
Book & Page:  
RB 1015 220  
Filed:  
08-14-2015  
03:32:00 PM  
Dated:  
08-13-2015

**INDIVIDUAL ACKNOWLEDGMENT**

I-2015-003172 Book1015 Pg 221  
08/14/2015 3:32 pm \$15.00  
Reba G Sill - Ottawa County Clerk

STATE OF OKLAHOMA, COUNTY OF Craig, ss:

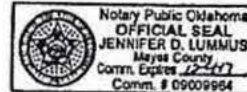
Before me, the undersigned, a Notary Public, in and for said County and State on this 13th day of August, 2015 personally appeared ALLAN KASPAR, , to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Jennifer D. Lummus  
Notary Public

My commission expires:

12-4-2017



My commission number:

09009964

**ENCLOSURE 2**

**GOODRICH ASBESTOS SITE  
GENERAL NOTICE LETTER**

**FINANCIAL STATEMENT FOR BUSINESSES**



U.S. Environmental Protection Agency, Region IX  
**Financial Statement for Businesses \***

(If additional space is needed, attach a separate sheet)

1. Your name and address (including zipcode and county)		1a. Business name and address (including zipcode and county)		2. Business phone number ( )	
3. Name and address of registered agent (including zipcode and county)		4. (Check appropriate box)			
		<input type="checkbox"/> Sole proprietor <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Other (specify) _____ <input type="checkbox"/> Corporation			
5. State of Incorporation (or country if foreign)		5a. Employer Identification Number		6. Date of Incorporation	
				7a. Type of business	
				7b. SIC Code	

8. Information about owner, partners, officers, directors, major shareholder (5% or more stock ownership), other holders of more than 5% equity interest, holders of rights to purchase more than equity interest and other persons with an ability to control.

Name and Title	Effective Date	Home Address	Social Security Number (optional)	Phone Number	Total Shares or Interest

### Section I General Financial Information

9. Last three years Federal and state income tax returns	Forms Filed	Tax Years ended	Net income before taxes
--	-------------	-----------------	-------------------------

10. Bank accounts (List all types of accounts including checking, savings, certificates of deposit, etc.)

Name of Institution	Address	Type of Account	Account No.	Balance
Total (Enter in Item 19)				

11. Bank Credit available (Lines of credit, etc.)

Name of Institution	Address	Credit Limit	Amount Owed	Credit Available	Monthly
Totals					

12. Location, box number, and contents of all safe deposit boxes rented or accessed




## Section I - continued

## General Financial Information

## 13. Real property

Brief Description and Type of Ownership	Address (include county, state and parcel number)
a.	
b.	
c.	

## 14. Insurance policies owned with business as beneficiary

Name Insured	Company	Policy Number	Type	Face Amount	Available Loan Value
Total (Enter in Item 21)					

15. Additional Information (Court and administrative proceedings by or against the business, settlement agreements, agreements to purchase or sell tangible or financial assets other than in the ordinary course of business, legal claims [whether asserted or not], bankruptcies, repossessions, recent transfers of assets for less than full value, anticipated increases in income, options to buy or sell real or personal property, real or personal property being purchased under contract, real or personal property being held on behalf of the business).


15a. List all subsidiaries owned, joint ventures, partnerships and other entities controlled by the business. Provide current market value of the business' interest in such subsidiary or other entity.

## 16. Federal government departments or agencies with whom you have a contract for payment of goods or services

Agency Name	Address	Contract No.	Amount to be Received	Payment Due Date

16a. Federal government departments or agencies that have extended or given the business loans, grants or assistance, or to which you have applied (or anticipate applying for any loan, grant, or assistance) in the past 5 years.


## 17. Accounts/Notes receivable (Include loans to stockholders, officers, partners, etc.)

Agency Name	Address	Amount Due	Due Date	Status
Total (Enter in Item 20)				

## Section II.

## Asset and Liability Analysis

Description (a)	Cur. Mkt Value (b)	Liabilities Bal. Due (c)	Equity in Asset (d)	Amount of Mo. Pymt. (e)	Name and Address of Lien/Note Holder/Obligee (f)	Date Pledged (g)	Date of Final Pymt. (h)
18. Cash on hand							
19. Bank accounts							
19a. Securities and other financial assets owned							
20. Accounts/Notes receivable							
21. Insurance Loan Value							
22. Real property (from item 13)	a.						
	b.						
	c.						
	d.						
23. Vehicles (Model, year, license)	a.						
	b.						
	c.						
24. Machinery and equipment (Specify)	a.						
	b.						
	c.						
25. Merchandise inventory (Specify)	a.						
	b.						
26. Other Assets (including permits, licenses, tax loss carry forwards, agreements not to compete, other contracts) (Specify)	a.						
	b.						
	c.						
	d.						
27. Other Liabilities (Include judgements, notes, tax liens, etc.)	a.						
	b.						
	c.						
	d.						
	e.						
28. Federal & State Taxes Owed							
29. Totals							

## Section III.

## Income and Expense Analysis

The following information applies to income and expenses during a one year period:

Accounting method used

to

## Income

## Expenses

30. Gross receipts from sales, services, etc.	\$	36. Materials purchased	\$
31. Gross rental income		37. Wages and salaries of employees	
32. Interest		38. Wages/salaries/bonuses for officers, directors and stockholders	
33. Dividends		39. Rent	
34. Other income (Specify)		40. Installment payments (from line 29)	
		41. Supplies	
		42. Utilities / Telephone	
		43. Gasoline / Oil	
		44. Repairs and maintenance	
		45. Insurance	
		46. Current taxes	
		47. Other, including fees paid for services (Specify)	
35. Total	→ \$	48. Total	→ \$
		49. Net difference	→ \$

50. List all transferred real &amp; personal property, including cash (by gift; by loan that was not at fair market terms; by sale for less than fair market value or made outside the normal course of business, etc.) that was made within the last 3 years (items of \$3,000.00 or more):

Date	Amount	Property Transferred	To Whom	Conditions of Transfer
			(Indicate any relationship to business or its partners, directors, stockholders, or other controlling persons)	

## Certification

Under penalties of perjury, I declare that to the best of my knowledge and belief this statement of assets, liabilities, and other information is true, correct, and complete.

51. Signature	52. Print Name / Title	53. Date
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**ENCLOSURE 3**

**GOODRICH ASBESTOS SITE  
GENERAL NOTICE LETTER**

**SMALL BUSINESS RESOURCES FACT SHEET**



## U.S. EPA Small Business Resources Information Sheet

The United States Environmental Protection Agency provides an array of resources to help small businesses understand and comply with federal and state environmental laws. In addition to helping small businesses understand their environmental obligations and improve compliance, these resources will also help such businesses find cost-effective ways to comply through pollution prevention techniques and innovative technologies.

### Office of Small and Disadvantaged Business Utilization (OSDBU)

<https://www.epa.gov/aboutepa/about-office-small-and-disadvantaged-business-utilization-osdbu>

EPA's OSDBU advocates and advances business, regulatory, and environmental compliance concerns of small and socio-economically disadvantaged businesses.

### EPA's Asbestos Small Business Ombudsman (ASBO)

<https://www.epa.gov/resources-small-businesses/asbestos-small-business-ombudsman> or 1-800-368-5888

The EPA ASBO serves as a conduit for small businesses to access EPA and facilitates communications between the small business community and the Agency.

### Small Business Environmental Assistance Program

<https://nationalsbcap.org>

This program provides a "one-stop shop" for small businesses and assistance providers seeking information on a wide range of environmental topics and state-specific environmental compliance assistance resources.

### EPA's Compliance Assistance Homepage

<https://www.epa.gov/compliance>

This page is a gateway to industry and statute-specific environmental resources, from extensive web-based information to hotlines and compliance assistance specialists.

### Compliance Assistance Centers

<https://www.complianceassistance.net>

EPA-sponsored Compliance Assistance Centers provide the information you need, in a way that helps make sense of environmental regulations. Each Center addresses real world issues faced by a specific industry or government sector. They were developed in partnership with industry, universities and other federal and state agencies.

### Agriculture

<https://www.epa.gov/agriculture>

### Automotive Recycling

<http://www.ecarcenter.org>

### Automotive Service and Repair

<https://ecar-greenlink.org/> or 1-888-GRN-LINK

### Combustion—Boilers, Generators, Incinerators, Wood Heaters

<https://www.combustionportal.org/>

### Construction

<http://www.cicacenter.org>

### Education

<https://www.nacubo.org/>

### Healthcare

<http://www.hercenter.org>

### Local Government

<https://www.lgean.net/>

### Oil/ Natural Gas Energy Extraction

<https://www.ecice.org/>

### Paints and Coatings

<https://www.paintcenter.org/>

### Ports

<https://www.portcompliance.org/>

### Surface Finishing

<http://www.sterc.org/>

### Transportation

<https://www.tercenter.org/>

### U.S. Border Compliance and Import/Export Issues

<https://www.bordercenter.org/>

### Veterinary Care

<https://www.vetca.org/>

### EPA Hotlines and Clearinghouses

[www.epa.gov/home/epa-hotlines](http://www.epa.gov/home/epa-hotlines)

EPA sponsors many free hotlines and clearinghouses that provide convenient assistance regarding environmental requirements. Examples include:

### Clean Air Technology Center (CATC) Info-line

[www.epa.gov/calc](http://www.epa.gov/calc) or 1-919-541-0800

### Superfund, TRI, EPCRA, RMP, and Oil Information Center

1-800-424-9346

### EPA Imported Vehicles and Engines Public Helpline

[www.epa.gov/otaq/imports](http://www.epa.gov/otaq/imports) or 1-734-214-4100

### National Pesticide Information Center

[www.npic.orst.edu](http://www.npic.orst.edu) or 1-800-858-7378

**National Response Center Hotline** to report oil and hazardous substance spills - <http://nrc.uscg.mil> or 1-800-424-8802

### Pollution Prevention Information Clearinghouse (PPIC) -

[www.epa.gov/p2/pollution-prevention-resources#ppic](http://www.epa.gov/p2/pollution-prevention-resources#ppic) or 1-202-566-0799

### Safe Drinking Water Hotline -

[www.epa.gov/ground-water-and-drinking-water/safe-drinking-water-hotline](http://www.epa.gov/ground-water-and-drinking-water/safe-drinking-water-hotline) or 1-800-426-4791

### Toxic Substances Control Act (TSCA) Hotline

[tsc hotline@epa.gov](mailto:tsc hotline@epa.gov) or 1-202-554-1404



## U.S. Small Business Resources

### Small Entity Compliance Guides

<https://www.epa.gov/reg-flex/small-entity-compliance-guides>

EPA publishes a Small Entity Compliance Guide (SECG) for every rule for which the Agency has prepared a final regulatory flexibility analysis, in accordance with Section 604 of the Regulatory Flexibility Act (RFA).

### Regional Small Business Liaisons

[www.epa.gov/resources-small-businesses/epa-regional-office-small-business-liaisons](http://www.epa.gov/resources-small-businesses/epa-regional-office-small-business-liaisons)

The U.S. Environmental Protection Agency (EPA) Regional Small Business Liaison (RSBL) is the primary regional contact and often the expert on small business assistance, advocacy, and outreach. The RSBL is the regional voice for the EPA Asbestos and Small Business Ombudsman (ASBO).

### State Resource Locators

[www.envcap.org/statetools](http://www.envcap.org/statetools)

The Locators provide state-specific information on regulations and resources covering the major environmental laws.

### State Small Business Environmental Assistance Programs (SBEAPs)

<https://nationalsbeap.org/states/list>

State SBEAPs help small businesses and assistance providers understand environmental requirements and sustainable business practices through workshops, trainings and site visits.

### EPA's Tribal Portal

<https://www.epa.gov/tribal>

The Portal helps users locate tribal-related information within EPA and other federal agencies.

### EPA Compliance Incentives

EPA provides incentives for environmental compliance. By participating in compliance assistance programs or voluntarily disclosing and promptly correcting violations before an enforcement action has been initiated, businesses may be eligible for penalty waivers or reductions. EPA has several such policies that may apply to small businesses. More information is available at:

- **EPA's Small Business Compliance Policy**  
<https://www.epa.gov/compliance/small-business-compliance>
- **EPA's Audit Policy**  
[www.epa.gov/compliance/epas-audit-policy](http://www.epa.gov/compliance/epas-audit-policy)

### Commenting on Federal Enforcement Actions and Compliance Activities

The Small Business Regulatory Enforcement Fairness Act (SBREFA) established a Small Business Administration (SBA) National Ombudsman and 10 Regional Fairness Boards to receive comments from small businesses about federal agency enforcement actions. If you believe that you fall within the SBA's definition of a small business (based on your North American Industry Classification System designation, number of employees or annual receipts, as defined at 13 C.F.R. 121.201; in most cases, this means a business with 500 or fewer employees), and wish to comment on federal enforcement and compliance activities, you can call the SBA National Ombudsman's toll-free number at 1-888-REG-FAIR (1-888-734-3247), or submit a comment online at <https://www.sba.gov/about-sba/oversight-advocacy/office-national-ombudsman>.

Every small business that is the subject of an enforcement or compliance action is entitled to comment on the Agency's actions without fear of retaliation. EPA employees are prohibited from using enforcement or any other means of retaliation against any member of the regulated community in response to comments made under SBREFA.

### Your Duty to Comply

If you receive compliance assistance or submit a comment to the SBREFA Ombudsman or Regional Fairness Boards, you still have the duty to comply with the law, including providing timely responses to EPA information requests, administrative or civil complaints, other enforcement actions or communications. The assistance information and comment processes do not give you any new rights or defenses in any enforcement action. These processes also do not affect EPA's obligation to protect public health or the environment under any of the environmental statutes it enforces, including the right to take emergency remedial or emergency response actions when appropriate. Those decisions will be based on the facts in each situation. The SBREFA Ombudsman and Fairness Boards do not participate in resolving EPA's enforcement actions. Also, remember that to preserve your rights, you need to comply with all rules governing the enforcement process.

*EPA is disseminating this information to you without making a determination that your business or organization is a small business as defined by Section 222 of the Small Business Regulatory Enforcement Fairness Act or related provisions.*

**ENCLOSURE 4**

**GOODRICH ASBESTOS SITE  
GENERAL NOTICE LETTER**

**PARTIES RECEIVING GENERAL NOTICE LETTER**

Real Estate Remediation LLC  
3519 Greensboro Avenue  
Tuscaloosa, Alabama 35401

Allan Kaspar

(b) (6)

A large black rectangular redaction box covers the contact information for Allan Kaspar.

The B.F. Goodrich Company  
Goodrich Corporation  
4 Coliseum Centre  
2730 West Tyvola Road  
Charlotte, North Carolina 28217

Michelin North America, Inc.  
One Parkway South  
P.O. Box 19001  
Greenville, South Carolina 29602

**GOODRICH ASBESTOS SUPERFUND SITE  
DEMAND FOR PAYMENT**

**ENCLOSURE 2**

**EVIDENCE OF LIABILITY**



## PURCHASE AND SALE AGREEMENT

I-2014-003569 Book0997 Pg.738  
09/16/2014 9:26 am \$25.00  
Reba G Sill - Ottawa County Clerk

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into between Real Estate Remediation LLC (AKA: RER LLC) ("Purchaser") and Allan Kaspar, a single man, ("Seller"). The Effective Date ("Effective Date") of this Agreement will be the date of the last execution by either party.

### WITNESSETH:

In consideration of the mutual covenants and representations set forth herein, Purchaser and Seller agree as follows:

**Section 1. Purchase and Sale.** Seller agrees to sell, convey, and assign to Purchaser, and Purchaser agrees to purchase and accept conveyance and assignment from Seller, subject to the terms and conditions hereinafter set forth, that certain tract of land consisting of 160 acres, situated in Ottawa County, Oklahoma, preliminarily described as:

The South Half of the Northwest Quarter and the North Half of the Southwest Quarter of Section 24, Township 28 North, Range 22 East of the Indian Base and Meridian, Ottawa County, Oklahoma

together with all and singular the rights and appurtenances appertaining to the land, including any right, title and interest of Seller in and to adjacent streets and all improvements to the land (but excluding all equipment and personal property thereon), all of the land, rights and appurtenances being hereinafter referred to as the "Property".

**Section 2. Purchase Price.** The purchase price ("Purchase Price") to be paid to Seller will be \$1,400,000.00. The Purchase Price will be payable as follows:

- (a) **Installment Money Deposits.** At signing of this agreement the Purchaser shall deliver to Seller the sum of \$20,000.00 as a non-refundable Earnest Money Deposit ("EMD") and part payment of the purchase price. Before May 30<sup>th</sup>, 2014, the Purchaser will deliver to the Seller the sum of \$30,000.00 as a non-refundable EMD and part payment of the Purchase Price. Additional Installments of \$125,000.00 prior to or on the last business day of each and every month for 8 months to be paid by direct deposit. The 8 months to end January 31, 2015.
- (b) **Taxes and Rent.** As per the Possession Date of May 30<sup>th</sup>, 2014, the Seller will pay the first five months of AD Valorem taxes when due in December, and the Purchaser will pay the balance of taxes when due in December. Any rents will be prorated between Seller and Purchaser as to the Possession Date.
- (c) **Payment at Closing.** The balance of \$350,000.00 Cash at closing, will be due at the end of the 9<sup>th</sup> month, last business day of February, 2015.

### Section 3. Title Insurance.

- (a) **Commitment.** Within twenty (20) days subsequent to the Effective Date, Seller will provide Purchaser with a commitment ("Commitment") for owner's title insurance ALTA Owners Policy issued by Ottawa County Abstract and Title Company of Miami, Oklahoma, covering the Property in the amount of the Purchase Price, insuring good and marketable title to the Property. The title insurance commitment will set forth the current ownership of the Property, all exceptions, reservations, easements and encumbrances, and all requirements which must be completed prior to issuance of the title insurance policy and will have attached thereto a legible copy of all documents referred to in the Commitment.

- (b) **Objections.** Purchaser will notify Seller in writing of any objections to the quality of title based upon

Purchasers Initials GRB

Sellers Initials AK



the Commitment within ten (10) days after receipt of the Commitment. If Seller does not or cannot satisfy such objections within the Inspection Period, Purchaser may either:

- (i) Waive any objection and close this transaction; or
- (ii) Terminate this Agreement.
- (iii) If seller cannot provide good and marketable title the non-refundable "EMD" will be Refunded and returned to the purchaser.

Upon termination, neither party will have further obligation hereunder.

- (c) **Issuance of Policy.** At Closing, or as soon thereafter as is practical, Purchaser will cause to be issued an owner's title insurance policy in accordance with the Commitment referred to above and reflecting all required curative action. All title insurance premiums, charges and costs will be paid by Purchaser.

**Section 4. Inspection and Condition of Property.**

- (a) **Inspection Period.** Purchaser will have a period of thirty (30) days commencing on the Effective Date ("Inspection Period") within which to conduct examinations, verifications and studies, including without limitation, zoning and other land use regulations, environmental and engineering.
- (b) **Limited License.** Purchaser is hereby granted a "Limited License" to enter upon the Property for the purposes of making soil tests and borings, conducting engineering tests, and for the general purposes of inspecting the Property in connection with the development of a site plan and a determination of the suitability of the Property for the Purchaser's intended use, provided however, Purchaser will indemnify and hold Seller harmless from any and all damages, claims, debts, causes of action, remediation expense, fines, penalties and other costs which are caused by the Purchaser's conducting such tests and/or inspections on the Property. Purchaser is specifically prohibited from conducting any activity which would cause to be attached to the Property any liens or encumbrances, and will hold Seller harmless and indemnify Seller in the event that any lien or encumbrance attaches to the Property or which would violate any applicable laws, rules, regulations, orders or agreements with or involving governmental entities. Upon completion of any inspection, Purchaser will forthwith restore the Property to the condition existing prior to Purchaser's initial entry upon the Property. Except as expressly provided herein, Purchaser will not disclose the results of any such tests and/or inspections to third parties (except consultants and professionals retained by Purchaser in connection with the tests and/or inspections and who have agreed, in writing, to the limitations on disclosure contained herein) except as may be required by law, regulations or court order. Notwithstanding anything in this Agreement to the contrary, the indemnity set forth in this paragraph shall not apply to: (a) any liability, loss, damages, claims, debts, causes of action, remediation expense, fines, penalties or other cost arising out of or in connection with existing contamination or other conditions on the Property except and only to the extent that such contamination or condition is exacerbated or made worse by Purchaser in connection with the Purchaser's inspection, and (b) any liability, loss, damages, claims, debts, causes of action, remediation expense, fines, penalties or other cost arising out of or in connection with the mere discovery of pre-existing contamination or other adverse conditions by the Purchaser during the Inspection Period. In any event, Purchaser will notify counsel for Michelin at least five (5) calendar days prior to taking any samples of soils or groundwater on the property. Michelin shall have the right to observe and split samples at Michelin's sole expense, provided that all test results on the soil and groundwater are provided to Seller.
- (c) **Termination.** In the event that Purchaser will determine in its sole discretion that any condition or factor pertaining to the Property is unacceptable, Purchaser will have the right to terminate this Agreement upon written notice to Seller at any time within the Inspection Period. Upon such termination neither party will have any further obligation hereunder.

Purchasers Initials GRB

Sellers Initials AK

**Section 5. Seller's Representations.** Seller represents and warrants to Purchaser that the following statements and representations are true and correct as of the Effective Date and will be true and correct as of the date of Closing. The Property is being sold "AS IS - WHERE IS" without representation or warranty of any kind, expressed or implied, by Seller or any agent of Seller.

**Section 6. Purchaser's Representations.** Purchaser represents and warrants to Seller that the following statements and representations are true and correct as of the Effective Date and will be true and correct as of the date of Closing and agrees as follows:

- (a) **Legal Existence.** Purchaser is an LLC, duly organized, validly existing and in good standing under the laws of the State of Alabama and it, or its permitted assignee, will be, prior to Closing, duly domesticated and authorized to transact business within the State of Oklahoma. Purchaser has all requisite power and authority to carry on its business as now conducted and to enter into and perform this Agreement.
- (b) **Condition of Property.** Purchaser hereby acknowledges and agrees that (i) it is purchasing the Property "AS IS - WHERE IS" without representation or warranty of any kind, expressed or implied, by Seller or any of Seller's contractors, agents, or employees; (ii) it is relying exclusively upon its investigations, inspections, tests and studies as to all issues related to the Property, including, without limitation, the physical and environmental condition of the same; (iii) it has not relied on any statements or lack of statements by Seller or Seller's contractors, agents, or employees in connection with its assessment of the physical or environmental condition of the Property; and (iv) the Purchase Price has been determined based, in part, upon the lack of any representations or warranties by Seller. Purchaser acknowledges that the Property contains asbestos and other regulated materials, both known and unknown and that the same is subject to regulatory scrutiny and oversight as well as court orders related to the same. By Closing on the purchase of the Property, Purchaser indemnifies and holds Seller and Seller's contractors, agents and employees harmless for any damages, claims, debts, causes of action, remediation expense, fines, penalties and other costs which might arise out of the condition of the Property and resulting from the use, occupancy, development or operation of the Property from and after the Closing, including, without limitation, all attorneys fees and costs incurred in connection with the same.
- (c) **Hold Harmless and Indemnity Agreement.** As a part of this Purchase and Sales Agreement, the Purchaser has signed a Hold Harmless and Indemnity Agreement that is part of this agreement.

**Section 7. Closing.**

- (a) The closing of the sale of the Property by Seller and the purchase of same by Purchaser in accordance with this Agreement ("Closing") will occur in Miami, Oklahoma, in the offices of Ottawa County Abstract & Title Co. at the end of the 9<sup>th</sup> Month better known as February 2014.
- (b) At the Closing:
  - (i) The Purchaser will deliver to Seller cash, cashier's or certified check or wire transfer in the amount set forth in Section 2 hereof;
  - (ii) Seller will deliver to Purchaser a Special Warranty Deed fully executed and acknowledged by Seller, conveying the Property to Purchaser;
  - (iii) The Seller will deliver to Purchaser a FIRPTA Affidavit, duly executed by Seller, stating that Seller is not a "foreign person" as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act;
  - (iv) The Purchaser will pay all closing fees and any applicable sales tax. Seller will pay recording

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costs of all curative documents. The recording cost of the deed (including the documentary stamp tax) conveying the Property to Purchaser, will be paid by Purchaser;

- (v) If not previously paid, Purchaser shall pay for the costs of the title insurance policy in accordance with Section 3 of this Agreement;
- (vi) Seller will pay and discharge all special assessments against the Property, whether matured or un-matured; and
- (vii) Each party will pay its own attorneys' fees.

**Section 8. Possession.** Possession of the Property will be delivered to Purchaser when the deposit is made, May 30<sup>th</sup>, 2014.

**Section 9. Condemnation.** If, prior to the Closing, action is initiated or threatened to take a material portion of the Property be eminent domain proceedings, or by deed in lieu thereof, for any portion of the Property, Purchaser may either;

- (i) Terminate this Agreement; or
- (ii) Close the sale, and the award of the condemning authority will be assigned to Purchaser at the Closing.

**Section 10. Commissions.** Purchaser and Seller covenant and represent to each other that except for \_\_\_\_\_ (the "Broker"), no other party is entitled to be paid a fee or commission in connection with the transaction contemplated by this Agreement, and neither Purchaser nor Seller has had any dealings or agreements with any other individual or entity in connection therewith. If any other individual or entity will assert a claim to a finder's fee, or commission, or other similar fee against either Purchaser or Seller on account of an alleged employment, arrangement or contract as a broker or a finder, then the party who is alleged to have retained such individual or entity, will and does hereby agree to indemnify and hold harmless the other party from and against any such claim and all costs, expenses, liabilities and damages incurred in connection with such claim or any action or proceeding brought thereon. Seller agrees that in the event and only in the event the transaction contemplated by this Agreement is consummated, then, at the Closing, Seller will pay a real estate commission to Broker equal to six percent (6%) of the purchase price of the Property.

**Section 11. Breach or Termination.**

- (a) **Breach by Seller.** If Seller fails to timely close the sale of the Property to Purchaser for any reason, except Purchaser's default or the termination of this Agreement by Purchaser, Purchaser may, as its exclusive remedies, either terminate this Agreement by giving Seller written notice thereof and receive a return of the EMD or seek the specific performance of this Agreement.
- (b) **Breach by Purchaser.** If Purchaser fails to timely close the purchase of the Property for any reason, except Seller's default or the exercise of a termination right provided herein, then Seller may, as Seller's sole remedy, cancel and terminate this Agreement and retain the EMD.
- (c) **Termination.** Notwithstanding any other provision of this Agreement to the contrary, the indemnity and hold harmless provisions contained in this Agreement and the provisions related to the payment of third party costs will survive the Closing and, if this Agreement is terminated, any termination of this Agreement.

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**Section 12. Miscellaneous.**

- (a) **Notices.** All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, will be in writing and will be deemed effective when personally delivered to the address of the party to receive such notice set forth below or, whether actually received or not, two (2) calendar days after deposited in any post office or mail receptacle, regularly maintained by the United States Postal Service, certified or registered mail, return receipt requested, postage prepaid, or delivered to a commercial overnight delivery service addressed as follows or when transmitted by facsimile to the number set forth below and received prior to \_\_\_\_\_ *(enter the time, example: 5:30 p.m. (C.S.T.))*.

**If to Purchaser:** Real Estate Remediation LLC  
3519 Greensboro Ave.  
Tuscaloosa, AL 35401

**With Copy to:** Sandy Gunter  
Shields and Gunter  
2703 7<sup>th</sup> St.  
Tuscaloosa, AL 35401

**If to Seller:** Allan Kaspar  
1000 Goodrich Boulevard  
Miami, Oklahoma 74354  
Phone/Fax: 918-540-0414

**With Copy to:** Kevin C. Coutant  
Doerner, Saunders, Daniel & Anderson, L.L.P.  
320 South Boston Avenue, Suite 500  
Tulsa, Oklahoma 74103-3725  
Fax: 918-591-5360 Phone: 918-591-5221

or such other place as Seller or Purchaser may from time to time designate by written notice to the other.

- (b) **Costs and Expenses.** Unless otherwise specified in this Agreement, each party will bear its costs and expenses (including attorneys' fees) incurred in connection with the preparation and execution of this Agreement, and the Closing.
- (c) **Attorneys' Fees.** In the event of litigation arising out of this Agreement, the prevailing party will be awarded reasonable attorneys' fees and court costs as additional damages.
- (d) **Assignment.** This Agreement will not be assigned by Purchaser, without written approval by Seller.
- (e) **Entire Agreement.** This Agreement constitutes the entire agreement of the parties, and all understandings and agreements heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their agreements.

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- (f) **Amendment.** This Agreement may not be amended, modified, altered, or changed except by a written instrument executed by the party or parties to be bound thereby.
- (g) **Captions.** The captions and headings of this Agreement are for convenience only and do not affect, limit, amplify or modify the terms and provisions hereof.
- (h) **Multiple Counterparts.** This Agreement may be executed in identical counterparts, each of which is deemed an original, and all of which constitutes collectively one agreement; but in making proof of this Agreement, it will not be necessary to produce or account for more than one such counterpart.
- (i) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma.
- (j) **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
- (k) **Consents.** Whenever the consent of Seller or Purchaser is required hereunder, such consent will not be unreasonably withheld or delayed.
- (l) **Time.** Time is of the essence with respect to all provisions of this Agreement.
- (m) **Payments.** The EMD shall be paid in cash, cashier's or certified check or wire transfer and will be deemed paid when actually received by Seller.
- (n) **Execution.** This Agreement shall be binding upon the parties hereto only at such time as it is fully executed by and delivered to all parties.
- (o) **1031 Exchange.** Purchaser and Seller acknowledge that either party may wish to structure this transaction as a tax deferred exchange of like-kind property within the meaning of Section 1031 of the Internal Revenue Code. Each party agrees to reasonably cooperate with the other party to effect such an exchange.

GRB  
Dated 5/7/2014

"PURCHASER"  
By [Signature]  
Managing Member Title

Dated May 7, 2014

"SELLER"  
[Signature]  
Allan Gaspar

STATE OF Oklahoma  
COUNTY OF Ottawa

This instrument was acknowledged before me this 15th day of September, 2014 by George Blakeney as Manager of (insert company name), Realestate Remediation LLC  
Purchasers Initials GRB Sellers Initials AG



My Commission Expires 3-12-2018

Kalleigh Richardson  
Notary Public

STATE OF OKLAHOMA  
COUNTY OF OTTAWA



This instrument was acknowledged before me this 15<sup>th</sup> day of September 2014 by Allan Kaspar.

Kalleigh Richardson  
Notary Public

My Commission Expires 3-12-2018



Witness: Wickie Bie Burt  
Date: 5-7-2014

**TREASURER'S ENDORSEMENT**  
I hereby certified that I received \$280.00 and  
issued Receipt No 177, therefore  
in payment of mortgage tax on the within named  
mortgage. Dated this 15 of Sept, 2014

Kathy Bowling, Ottawa County Treasurer  
M. Saladridge Deputy

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Sellers initials AK

**GOODRICH ASBESTOS SUPERFUND SITE  
DEMAND FOR PAYMENT**

**ENCLOSURE 3**

**EPA COSTS**

## Reconciliation Pending

## Itemized Cost Summary

GOODRICH ASBESTOS, MIAMI, OK SITE ID = A6 MK

UNRECONCILED COST FROM INCEPTION THROUGH 8/31/2022  
LITIGATION/SETTLEMENT

<b>REGIONAL PAYROLL COSTS .....</b>	<b>\$293,387.95</b>
<b>REGIONAL TRAVEL COSTS .....</b>	<b>\$63,156.19</b>
<b>COMMERCIAL ITEMS OR BUYS</b>	
RRGP SERVICES INC (EPS61102) .....	\$91.62
<b>EMERGENCY RESPONSE CONTRACTS-SUB (ERC)</b>	
ENVIRONMENTAL RESTORATION, LLC (EPS41604) .....	\$4,345,446.42
<b>ENFORCEMENT SUPPORT SERVICES (ESS)</b>	
ARS ALEUT REMEDIATION, LLC (EPS51701) .....	\$28,563.44
<b>SUPERFUND TECH ASSIST AND RESPONSE TEAM (START3)</b>	
WESTON SOLUTIONS, INC. (EPW06042) .....	\$11,742.38
<b>TECHNICAL SERVICES AND SUPPORT</b>	
WESTON SOLUTIONS, INC. (EPS51702) .....	\$942,326.86
<b>MISCELLANEOUS COSTS (MIS) .....</b>	<b>(\$2,869.23)</b>
<b>EPA INDIRECT COSTS .....</b>	<b>\$2,951,017.10</b>
<b>Total Site Costs:</b>	<b>\$8,632,862.73</b>

**GOODRICH ASBESTOS SUPERFUND SITE  
DEMAND FOR PAYMENT**

**ENCLOSURE 4**

**POTENTIALLY RESPONSIBLE PARTIES  
LEGAL CONTACTS**

Heidi B. (Goldstein) Friedman  
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Attorneys at Law  
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Cleveland, Ohio 44114-1291  
[www.ThompsonHine.com](http://www.ThompsonHine.com)  
T: 216-566-5500  
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McCormick & Bryan, PLLC  
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F: 405-643-7015  
[mccormickbryan.com](http://mccormickbryan.com)

Jot Harley  
Counsel for Alan Kaspar  
The Hartley Law Firm, PLLC  
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P. O. Box 553  
Vinita, OK 74301  
T: (918) 256-2100  
[jot@hartleylawfirm.com](mailto:jot@hartleylawfirm.com)

Mr. George Blakeney  
Real Estate Remediation LLC  
2417 Fredericksburg Drive  
Tuscaloosa, Alabama 35406  
(205) 454-3900  
[georgeblakeney@gmail.com](mailto:georgeblakeney@gmail.com)  
Oklahoma  
1 Riverside Plaza  
Columbus, Ohio 43215

**GOODRICH ASBESTOS SUPERFUND SITE  
DEMAND FOR PAYMENT**

**ENCLOSURE 5**

**SMALL BUSINESS RESOURCES INFORMATION SHEET**



## U.S. EPA Small Business Resources Information Sheet

The United States Environmental Protection Agency provides an array of resources to help small businesses understand and comply with federal and state environmental laws. In addition to helping small businesses understand their environmental obligations and improve compliance, these resources will also help such businesses find cost-effective ways to comply through pollution prevention techniques and innovative technologies.

### Office of Small and Disadvantaged Business Utilization (OSDBU)

<https://www.epa.gov/aboutepa/about-office-small-and-disadvantaged-business-utilization-osdbu>

EPA's OSDBU advocates and advances business, regulatory, and environmental compliance concerns of small and socio-economically disadvantaged businesses.

### EPA's Asbestos Small Business Ombudsman (ASBO)

<https://www.epa.gov/resources-small-businesses/asbestos-small-business-ombudsman> or 1-800-368-5888

The EPA ASBO serves as a conduit for small businesses to access EPA and facilitates communications between the small business community and the Agency.

### Small Business Environmental Assistance Program

<https://nationalsbeap.org>

This program provides a "one-stop shop" for small businesses and assistance providers seeking information on a wide range of environmental topics and state-specific environmental compliance assistance resources.

### EPA's Compliance Assistance Homepage

<https://www.epa.gov/compliance>

This page is a gateway to industry and statute-specific environmental resources, from extensive web-based information to hotlines and compliance assistance specialists.

### Compliance Assistance Centers

<https://www.complianceassistance.net>

EPA-sponsored Compliance Assistance Centers provide the information you need, in a way that helps make sense of environmental regulations. Each Center addresses real world issues faced by a specific industry or government sector. They were developed in partnership with industry, universities and other federal and state agencies.

### Agriculture

<https://www.epa.gov/agriculture>

### Automotive Recycling

<http://www.ecarcenter.org>

### Automotive Service and Repair

<https://ccar-greenlink.org/> or 1-888-GRN-LINK

### Combustion—Boilers, Generators, Incinerators, Wood Heaters

<https://www.combustionportal.org/>

### Construction

<http://www.cicacenter.org>

### Education

<https://www.nacubo.org/>

### Healthcare

<http://www.hercenter.org>

### Local Government

<https://www.lgean.net/>

### Oil/ Natural Gas Energy Extraction

<https://www.eciee.org/>

### Paints and Coatings

<https://www.paintcenter.org/>

### Ports

<https://www.portcompliance.org/>

### Surface Finishing

<http://www.sterc.org/>

### Transportation

<https://www.tercenter.org/>

### U.S. Border Compliance and Import/Export Issues

<https://www.bordercenter.org/>

### Veterinary Care

<https://www.vetca.org/>

### EPA Hotlines and Clearinghouses

[www.epa.gov/home/epa-hotlines](http://www.epa.gov/home/epa-hotlines)

EPA sponsors many free hotlines and clearinghouses that provide convenient assistance regarding environmental requirements. Examples include:

### Clean Air Technology Center (CATC) Info-line

[www.epa.gov/catc](http://www.epa.gov/catc) or 1-919-541-0800

### Superfund, TRI, EPCRA, RMP, and Oil Information Center

1-800-424-9346

### EPA Imported Vehicles and Engines Public Helpline

[www.epa.gov/otaq/imports](http://www.epa.gov/otaq/imports) or 1-734-214-4100

### National Pesticide Information Center

[www.npic.orst.edu](http://www.npic.orst.edu) or 1-800-858-7378

**National Response Center Hotline** to report oil and hazardous substance spills - <http://nrc.uscg.mil> or 1-800-424-8802

### Pollution Prevention Information Clearinghouse (PPIC) -

[www.epa.gov/p2/pollution-prevention-resources#ppic](http://www.epa.gov/p2/pollution-prevention-resources#ppic) or 1-202-566-0799

### Safe Drinking Water Hotline -

[www.epa.gov/ground-water-and-drinking-water/safe-drinking-water-hotline](http://www.epa.gov/ground-water-and-drinking-water/safe-drinking-water-hotline) or 1-800-426-4791

### Toxic Substances Control Act (TSCA) Hotline

[tsc hotline@epa.gov](mailto:tsc hotline@epa.gov) or 1-202-554-1404



### Small Entity Compliance Guides

<https://www.epa.gov/reg-flex/small-entity-compliance-guides>

EPA publishes a Small Entity Compliance Guide (SECG) for every rule for which the Agency has prepared a final regulatory flexibility analysis, in accordance with Section 604 of the Regulatory Flexibility Act (RFA).

### Regional Small Business Liaisons

[www.epa.gov/resources-small-businesses/epa-regional-office-small-business-liaisons](http://www.epa.gov/resources-small-businesses/epa-regional-office-small-business-liaisons)

The U.S. Environmental Protection Agency (EPA) Regional Small Business Liaison (RSBL) is the primary regional contact and often the expert on small business assistance, advocacy, and outreach. The RSBL is the regional voice for the EPA Asbestos and Small Business Ombudsman (ASBO).

### State Resource Locators

[www.envcap.org/statetools](http://www.envcap.org/statetools)

The Locators provide state-specific information on regulations and resources covering the major environmental laws.

### State Small Business Environmental Assistance Programs (SBEAPs)

<https://nationalsbeap.org/states/list>

State SBEAPs help small businesses and assistance providers understand environmental requirements and sustainable business practices through workshops, trainings and site visits.

### EPA's Tribal Portal

<https://www.epa.gov/tribal>

The Portal helps users locate tribal-related information within EPA and other federal agencies.

### EPA Compliance Incentives

EPA provides incentives for environmental compliance. By participating in compliance assistance programs or voluntarily disclosing and promptly correcting violations before an enforcement action has been initiated, businesses may be eligible for penalty waivers or reductions. EPA has several such policies that may apply to small businesses. More information is available at:

- **EPA's Small Business Compliance Policy**
- <https://www.epa.gov/compliance/small-business-compliance>
- **EPA's Audit Policy**
- [www.epa.gov/compliance/epas-audit-policy](http://www.epa.gov/compliance/epas-audit-policy)

### Commenting on Federal Enforcement Actions and Compliance Activities

The Small Business Regulatory Enforcement Fairness Act (SBREFA) established a Small Business Administration (SBA) National Ombudsman and 10 Regional Fairness Boards to receive comments from small businesses about federal agency enforcement actions. If you believe that you fall within the SBA's definition of a small business (based on your North American Industry Classification System designation, number of employees or annual receipts, as defined at 13 C.F.R. 121.201; in most cases, this means a business with 500 or fewer employees), and wish to comment on federal enforcement and compliance activities, you can call the SBA National Ombudsman's toll-free number at 1-888-REG-FAIR (1-888-734-3247), or submit a comment online at <https://www.sba.gov/about-sba/oversight-advocacy/office-national-ombudsman>.

Every small business that is the subject of an enforcement or compliance action is entitled to comment on the Agency's actions without fear of retaliation. EPA employees are prohibited from using enforcement or any other means of retaliation against any member of the regulated community in response to comments made under SBREFA.

### Your Duty to Comply

If you receive compliance assistance or submit a comment to the SBREFA Ombudsman or Regional Fairness Boards, you still have the duty to comply with the law, including providing timely responses to EPA information requests, administrative or civil complaints, other enforcement actions or communications. The assistance information and comment processes do not give you any new rights or defenses in any enforcement action. These processes also do not affect EPA's obligation to protect public health or the environment under any of the environmental statutes it enforces, including the right to take emergency remedial or emergency response actions when appropriate. Those decisions will be based on the facts in each situation. The SBREFA Ombudsman and Fairness Boards do not participate in resolving EPA's enforcement actions. Also, remember that to preserve your rights, you need to comply with all rules governing the enforcement process.

*EPA is disseminating this information to you without making a determination that your business or organization is a small business as defined by Section 222 of the Small Business Regulatory Enforcement Fairness Act or related provisions.*

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City, State, ZIP+4

Mr. George R. Blakeney  
 Real Estate Remediation, LLC  
 2147 Fredericksburg Drive  
 Tuscaloosa, Alabama 35406



10/14/2022